



**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
GAUTAM BUDH NAGAR, UTTAR PRADESH**

Request for Proposal

For

**Selection of Consultant for preparation of Comprehensive Architectural
and Landscape design for waterfront development of Lohia Drain,
Greater Noida**

Issued by:

Greater Noida Industrial Development Authority

Plot No. 1, Knowledge Park IV,
Greater Noida, Gautam Budh Nagar,
Uttar Pradesh – 201308

Disclaimer

This Request for Proposal (RFP) document for Selection of Consultant for preparation of Comprehensive Architectural and Landscape design for waterfront development of Lohia Drain, Greater Noida (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder/Consultant. The purpose of the RFP Document is to provide the Bidders/Consultants (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. **Greater Noida Industrial Development Authority** (hereinafter referred to as "Client" or the "Authority") or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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1 Data Sheet

1	Name of the Bid	Selection of Consultant for preparation of Comprehensive Architectural and Landscape design for waterfront development of Lohia Drain, Greater Noida
2	Time-period of contract	4 months + Time period for execution of work (During this period, the Authority may give additional similar projects on Professional Fee as decided as part of this RFP)
3	Method of selection	QCBS (<i>Quality cum Cost Based Selection</i>)
4	Tender Processing Fee	Rs. 5,900 (Rupees Five Thousand Nine Hundred Only) inclusive of GST (i.e., INR 5,000 plus 18% GST).
5	Earnest Money Deposit	INR 5,00,000 (INR Five Lakh Only)
6	Performance Security	10 % (ten per cent) of the Agreement Value
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Authority's official for addressing queries and clarifications	GM (Planning/Architecture) Greater Noida Industrial Development Authority Plot No. 1, Knowledge Park 4, Greater Noida District Gautam Budh Nagar – 201308, Uttar Pradesh Phone: +91 120 2336016 Email: gmp1anning@gnida.in Website: www.greaternoidaauthority.in
9	Proposal Validity Period	180 days from Proposal Due Date
10	Schedule of Bidding Process	
	Task	Key Dates
	Bid Start Date	16.08.2023
	Proposal Due Date (PDD)/ Bid End Date	06.09.2023 (5:00 PM IST)
	Pre-Bid Meeting	22.08.2023 (12:30 PM IST) (Meeting ID: Meeting ID: 861 2764 2482; Passcode: 123456)
	Last Date of receiving queries	22.08.2023 (5:00 PM IST) Email: gmp1anning@gnida.in
	Opening of Technical Bid	08.09.2023 (11:00 AM IST)
	Concept Presentation	To be communicated
	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	To be communicated
	Signing of Agreement	To be communicated

2 Instructions to Apply

2.1 General instructions

2.1.1 Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal

2.1.2 Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.

2.1.3 Right to accept and reject any or all the Proposals

1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
2. Authority reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

2.1.4 Clarifications

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Bid Conference.
2. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning RFP to undertake Selection of Consultant for preparation of Comprehensive Architectural and Landscape design for waterfront development of Lohia Drain, Greater Noida.”

3. The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the tender portal.
4. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

2.1.5 Amendment of the RFP

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at <https://www.greaternoidaauthority.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

2.1.6 Data identification and collection

1. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
2. It would be deemed that by submitting the Proposal, the Bidder has:
 - i. Made a complete and careful examination and accepted the RFP in totality;
 - ii. Received all relevant information requested from Authority and:
Made a complete and careful examination of the various aspects of the indicative Scope of Work.
3. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above

2.2 Preparation, submission, opening & acceptance of Proposals/e-bids

2.2.1 Language and currency

1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

2.2.2 Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

2.2.3 Format and signing of Proposals

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.2.4 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission:
 - i. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
 - ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
 - iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.

- iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

2.2.5 Deadline for submission

1. E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

2.2.6 Late submission

1. The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

2.2.7 Withdrawal and resubmission of Proposal

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
4. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

2.2.8 Verification and Disqualification

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - a. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
 - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.2.9 Selection of the Bidder

1. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

2.2.10 Proposal opening

1. All technically qualified bids shall be eligible for opening of their financial bid post Concept presentation. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

2.2.11 Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.

2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

2.2.12 Tests of responsiveness

1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - ii. It contains all information as desired in this RFP.
 - iii. Information is provided as per the formats specified in the RFP.
 - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

2.2.13 Clarifications sought by Authority

1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.2.14 Proposal evaluation

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 of this RFP.
2. The Proposal containing the Technical Details in Clause 4.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

2.2.15 Earnest Money Deposit

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's e-Bid EMD will be returned after submission of Performance Security and signing of the contract.
5. The EMD may be forfeited:

a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.

b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

2.2.16 Award Criteria

1. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.2.17 Notification of Award

1. Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
2. The notification of award will constitute the formation of the contract.

2.2.18 Performance Security

1. Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee / FDR drawn on any Scheduled or Nationalized Bank in favor of GNIDA valid for six months after completion of the Project.
2. Before the contract is awarded to the Consultant, an agreement (to be given later) will have to be signed by the Consultant at his cost on proper stamp paper.

3 Terms of reference

Lohia rivulet transverses through the Greater Noida Township serving as natural drainage system. This rivulet is proposed to be developed and conserved as a landscape features. Over time, the Drain is facing numerous environmental challenges that have affected its ecological health. Pollution from industrial, residential, and agricultural sources, encroachments, and improper waste disposal have resulted in deteriorating water quality and habitat degradation.

The Lohia Drain's condition directly impacts the surrounding areas in Greater Noida. Flooding during heavy rainfall can disrupt daily life, damage infrastructure. The drain's degraded state also affects the overall aesthetic appeal of the region and limits recreational and community development opportunities.

Due to its significance in the urban planning scope for Greater Noida, the New Okhla Industrial Development Authority has proposed a redevelopment project of the 23 km stretch Lohia drain and surrounding areas to be developed as green corridor and city park of an area approx. 250 Acres.

3.1 Project Overview:

The redevelopment project aims to rejuvenate the 23km stretch of the Lohia Drain in Greater Noida and its surrounding areas. The objective is to transform the existing drain into an ecologically sustainable and socially vibrant urban corridor that enhances the overall quality of life for residents and visitors while addressing the environmental challenges associated with the drain.

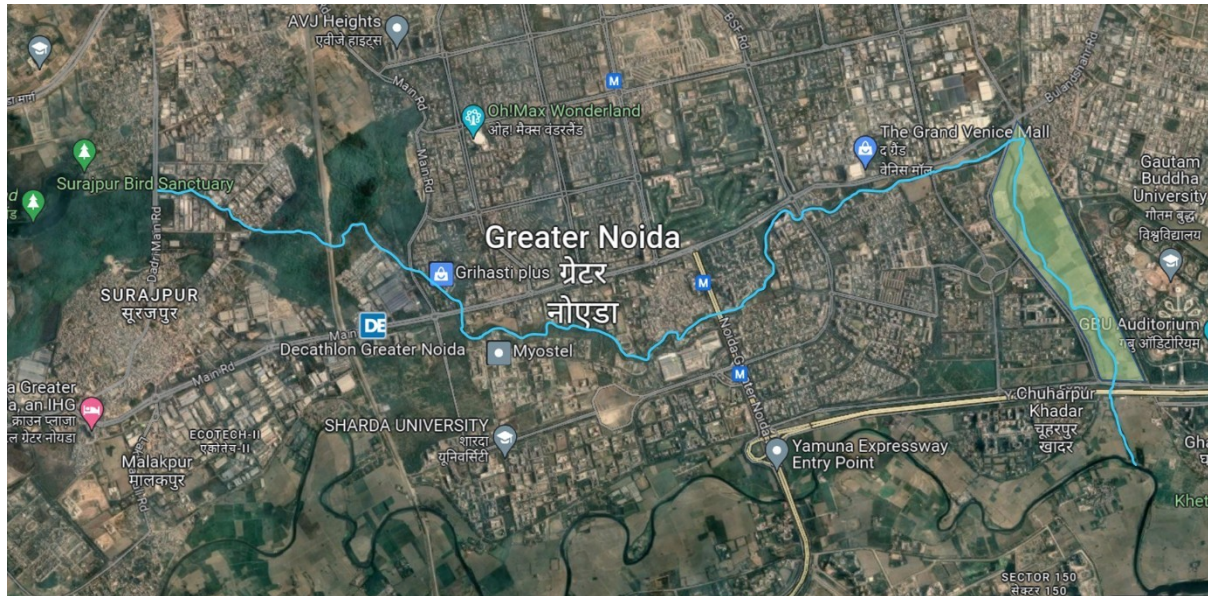
3.2 Need of the Project:

- a) **Environmental Restoration:** The Lohia Drain currently poses environmental challenges, including pollution, encroachment, and degradation of natural habitats. The objective is to restore and rehabilitate the drain, improving water quality, enhancing biodiversity, and creating a sustainable ecosystem.
- b) **Flood Mitigation:** The Lohia Drain is susceptible to flooding during heavy rainfall, leading to disruptions, damage, and risks to public safety. The objective is to design and implement effective flood management measures, including stormwater management systems, reservoirs, and embankments, to mitigate flood risks and protect the surrounding areas.
- c) **Connectivity and Accessibility:** The existing Lohia Drain stretch acts as a physical barrier, hindering connectivity and accessibility within Greater Noida. The objective is to create a well-connected corridor that improves mobility, integrates neighbourhoods, and fosters a sense of community cohesion.

The total Project (approximately 25 Crores) will include the development of the waterfront, the complete civil, MEP and finishing work, landscaping works, and the cost of cleaning drain, establishment of water treatment unit/units or any other infrastructure to successful implementation of Scope of work listed in the RFP.

3.3 Proposed area for development:

23 km stretch of the Lohia drain & its surrounding areas.



3.4 Project Scope:

The redevelopment project will encompass the following key components:

- a) **Drain Renovation:** Clean, treat, and rejuvenate the Lohia Drain, focusing on improving water quality, reducing pollution, and creating a sustainable aquatic ecosystem.
- b) **Landscape Design:** Develop attractive and functional landscapes along the drain stretch, incorporating green spaces, promenades, cycling tracks, and pedestrian pathways to promote recreational activities, active mobility, and social interaction. The existing development in the form of cycle tracks, trees plantation and parks should be improved and incorporated for better designing and maintenance.
- c) **Infrastructure Enhancement:** Upgrade existing infrastructure, including roads, bridges, utilities, and transportation networks, to improve connectivity and accessibility within Greater Noida.
- d) **Flood Management:** Design and implement comprehensive flood management strategies, including reservoirs, embankments, and stormwater detention systems, to mitigate flood risks and safeguard nearby areas.
- e) **Urban Amenities:** Integrate essential urban amenities, such as community centers, parks, plazas, seating areas, public art installations, and lighting, to create vibrant and inclusive spaces for residents and visitors, wherever feasible.
- f) **Sustainable Design:** Incorporate sustainable design principles, including rainwater harvesting, energy-efficient lighting, use of native vegetation, and eco-friendly materials, to minimize the project's environmental impact and promote long-term sustainability.

- g) **Community Engagement:** Foster active community participation throughout the project, encouraging public input, engagement, and collaboration to ensure that the redevelopment meets the aspirations and needs of the local population.

3.5 OBJECTIVES:

The main objective of consultancy services is to

- i. Comprehensive study of the entire length of Lohia Drain and its surrounding areas.
- ii. Detailed topographic survey of the drain and its 250 Acre precinct.
- iii. Propose a comprehensive solution addressing to the need of water front development along the Lohia Drain. The waterfront development should create a positive landscape space to be used by the public as an active recreational and social green open space.
- iv. Propose a comprehensive solution to treat and clean the water flowing into and inside the entire drain to create a safe and healthy water quality inside the drain.
- v. Propose a comprehensive solution for creating pedestrian bridges across the Drain. They should adhere to the codes and guidelines of structure safety and road traffic,
- vi. Designing of road on both banks and landscaping along both sides of road.
- vii. Designing of cycle tracks along the road.
- viii. Designing of logging/walking tracks as per the detailed feasibility.
- ix. Developments/ landscaping of Parks & Adventure facilities along the road/drain.as per the detailed feasibility
- x. Beautification of banks in the entire length.
- xi. Designing of check dams/weirs/barrages etc.
- xii. Designing of water harvesting structures.
- xiii. Solar Panels and street Lighting as required.
- xiv. The consultant shall initiate the process of applying for various statutory approvals from authorities till the time that EPC Agency is selected for the project. Including Environmental Impact Assessment studies if required any.
The scope of the work includes the following:
- xv. The proposal should contain all the drawings and texts specified in the format for submission of project and to be submitted at following stages for scrutiny and approval by (Authority).
 - a) Stage I & II: Project details and conceptual design satisfying the objectives of the project as listed in the Point A above.
 - b) Stage III: Tender drawings, DBR, Technical Specifications and EPC tender document.
- xvi. To prepare a tender document to hire an EPC agency to do detailed design and engineering and procurement and construction of the project based on the tender document prepared by the consultant.
- xvii. To initiate the process of applying for various statutory approvals required for the project till the EPC agency is selected for the project.
- xviii. To guide the EPC Agency in obtaining all the statutory approvals for the project.
- xix. To proof check and approve the detailed design of the EPC agency to ensure adherence to the tender documents and that the original approved design intent of the consultant is followed till the completion of the project.
- xx. To provide Periodic Supervision during the execution of the project till the completion.

Note: - The consultant shall get the structural Proof Checking and vetting of hydraulic design and detailed design by IIT. Cost of Statutory approvals and Proof checking shall be reimbursed by authority on providing original receipts.

3.6 Deliverables

The project is required to be submitted in the following stages:

STAGES	DETAILS OF SERVICES
STAGE 1- Project Definition	Project definition, preliminary survey including but not limited to topographic surveys and Hydrological Studies.
STAGE 2- Conceptual design	a) Identification of sources of pollution and recommendations for resolving the same based on availability of nearest sewerage networks based on existing invert levels. b) Conceptual Design Options with block costs
STAGE 3- Detailed designs + BOQ	Detailed designs with BOQ
STAGE 4- EPC Tender Documents + Tender drawings	EPC Tender Document and appointment of Contractor
STAGE 5- Project Supervision	Project Supervision

STAGE I: PROJECT DEFINITION

1. Context Plans (1:5000 or 1:10.000, as best legible) — Locate the corridor or study area in the larger city context — overlaid on the following-
 - a) Google Map (to scale) showing location and surroundings of the Study Area;
 - b) Local Plan of the area locating and incorporating the approved or planned proposals near the study area.
 - c) Identify the Agencies that need to cooperate, provide information or work together for success of this project.

2. GIS Base Map & Data (1:1000) — Graphically explain Opportunities and Constraints of the Site.
 - a) Develop a GIS base map by superimposing topographic survey drawings, google maps, survey maps, existing GIS to show the building footprints and all existing features and physical infrastructure on the proposed ROW. as per latest Zonal Dev. Plan. including the following:
Existing Edge Conditions — building land uses. boundary walls & all existing features, Location of pavements and crosswalks must be clearly shown along with the quantum and type of encroachments within the proposed ROW. If there is a Metro or BRT Station (existing & proposed) in the project, all existing and proposed exits and circulation of Metro users must be shown. Circulation for different modes must be marked in different colours.
 - b) Photo and videographic documentation of the area at typical locations and problem areas.
 - c) Existing Services Layout Plan (showing both underground and over ground service locations.)

Overlaid on Drawing No. 1(ϕ) and 2(a).

3. Existing Vehicular Circulation Plan (including all forms of public transport routes, show choke points, conflicts & problem areas. Show integrated and merging with larger area circulation) overlaid on Drawing No. 1(ϕ) and 2 (a) Existing Pedestrian, Cycle Plan and Public Transport Plan (showing sidewalks. pedestrian crossings. subways or FOBs. public transit stops) Location of pavements and crosswalks with the amount and type of encroachments must be shown, along with all directions of movement overlaid on Drawing No. 1 (ϕ) and 2 (a).
4. Project Statement — Summarize and explain why this project is taken up?
 - a) What are the problems/ issues to be addressed - at a Macro (city) level and Micro (neighbourhood) level?
 - b) Summarize Goals. Need and Vision based and the analysis and data presented
5. Design Criteria — The criteria and design principles to be followed for the design and execution of the project are to be outlined and agreed upon. under various categories including:
 - a) Functional Requirements
 - b) Ease of Implementation and Phasing. Economical (cost Comparison)
 - c) Environmental (safety. universal accessibility, sensitivity to natural environment, etc.)
Aesthetics
6. Surveys:
 - a) Carrying out the study for the water front development of the entire Lohia Drain.
 - b) Carrying out Total Station Survey to work out the feasibility for water front development. Survey shall be taken along the Lohia Drain for connecting areas all along the proposed corridor with foot prints of buildings, physical features and services.
 - c) Surveyor should also collect the data of infrastructure existing on the ground, below & above the ground and levels of the ground and also identify the monument, reserved green/ parks, sensitive/ defines areas in the vicinity and its influence on the proposed corridor.
 - d) To carry out classified hydrological survey of the drain based on the historical data available.
 - e) All the survey formats shall be approved / vetted by New Okhla Industrial Development authority and only then they shall be used on the field.
 - f) Locations of trees with girth more than 30 m (measured at 1 m height from the ground level) along with type, species and girth diameter and reference number duly shown on the plan shall be made. The trees at site to be numbered and marked with paint including the identification of trees, which can be saved (without cutting), if falling on median.
7. Hydrological Studies and assessment:
 - a) Delineation of the catchment area of the drain using topographical map or Digital elevation model developed using the Cartosat data. Development of the drainage map and Land cover land use map. Obtaining catchment characteristics like area, longest stream, etc.
 - b) Analysis of the rainfall data and development of maximum-intensity-duration-frequency curves.
 - c) Estimation of the peak discharge for different return periods using empirical equations/rational method/ unit hydrograph theory.
 - d) Hydrodynamic modelling of the existing drains using hydrological data and topography of the drain.

- e) Remodelling of the drain and its design on the basis of proposed development along its bank & flood plain.
- f) Hydrodynamic modelling of the remodelled drains to obtain various hydraulic parameters like water surface, velocity etc.
- g) Feasibility study of storage of clean water in the drain in its route by constructing regulator/weir/rubber dam.
- h) Study on backwater of the Hindon river in the Lohia drain and estimation of the inundated area. Design of measures to control the backwater of the Hindon river.
- i) Collection and Documentation of existing Drain profile, water level in different seasons, water flow in m³/second.
- j) Identification of Land

STAGE 2: CONCEPTUAL DESIGN

1. Consultant shall study the existing drainage system of the subject corridors and its influence areas and its disposal /outfall. The consultant shall assess the future drainage requirements of the subject corridor and its influence areas after implementation of the scheme including its disposal/outfall and submit detailed drainage plan of the corridor/influence zone of the study of existing/proposed drainage arrangements in consultation with concerned bodies.
2. The concept document should have the DBR for all the engineering, architecture and Landscape aspects of the project. Preliminary cost estimate shall be submitted based on PAR and market rates of on-PAR items.
3. The consultant is required to submit Design which will consist of Design Intent of every component of waterfront development as per the prescribed standard codes and guidelines. Development of parks & landscaping, main waterway, construction of check Dams/weirs/spillways/barrages, other interventions found necessary. Footpaths, service road, cycle tracks, jogging /walking tracks, park furniture, street lighting, Parking areas, road marking, signage's, public amenities.
4. The Proposal shall be submitted to Irrigation and flood Department for treatment of the water entering the drain and water flowing through the drain to ensure clean and healthy water environment. Co-ordination with GNIDA, Flood and Irrigation department to ensure successful implantation of the design and planning shall be in the scope of consultant.
5. Preparation of concept scheme with rough indicative cost and execution time after study and analysis of data and discussion with Engineer-in- charge and assisting GNIDA.
6. Design of cross section/ longitudinal section shall be adhered to as per Standards/ Guidelines.
7. Presentation of proposal at any point of time required by the GNIDA shall be made available by the consultant.
8. preparation of artistic views /photomontage as required for various presentations.
9. Effecting necessary changes/ modifications to the plans as and when required by the competent authority and submission of 4 sets of final drawings along with soft copy in desired format and 4 sets of layout plans along with soft copy in desired formats showing services details including safe corridor.
10. The consultant at his cost shall ensure all safety measures.
11. All the ground levels shall be plotted in the form of L-Section in computer Auto Cad with scale 1: 1000 horizontal, 1: 100 verticals. For X-Sections, it would be at 1: 100 horizontal and 1: 30 verticals.
12. After approval of the Scheme from the clients. the consultant will issue Tender Documents consisting of Drawings, DBR, Technical Specifications and Conditions of Contract prepared as per Design Guideline as approved by the client. The "Tender Document" shall consist Design Intent of every component of waterfront development scheme, street development, landscape details and related services.
13. Concept Design and DBR and Technical specs of Electrical design, Storm water drainage, irrigation design sewerage and water supply of public utilities of the entire scheme.

14. Water treatment and maintenance systems to ensure treated, clean and healthy water environment in Lohia Drain.
15. Consultant will adhere to the scope of the study in true spirit while preparing the proposals and reports; and during various submission stages. Consultant shall also incorporate the observations and suggestions by the client and statutory authority.
16. Propose design elements that are permissible as per Master plan.
17. The Consultant will be required to seek approval of the block costs before proceeding to the next stage.

STAGE 3: Detailed Designs + BOQ

The Consultant will be required to incorporate all inputs received on the conceptual drawings and submit detailed design with BOQ.

STAGE 4(A): EPC Tender Documents + Tender Drawings

1. Draft Integrated Proposal Plan [1:1000]-Graphically explain Solution Proposed (this is not a construction drawing) along with the 3-D Simulation Model. or 3D-physical model (depending on project type and discretion of Working Group).
2. Draft Proposed Schematic Services Layout Plan [1:500 & 1:1000]- (showing both underground and over ground service locations: Must comply with standards/ guidelines.)
3. Draft Proposed Landscape and water ways sections [1:500 or 1:1000]- (at typical locations) — must comply with IS Standards/guidelines.
4. Draft Landscape Plans, Elevations, Sections. Details [1:1000 or 1:500, as appropriate] 7-Phasing Plan
5. Draft Design Basis Report — showing all the design basis for each and every element of the project, on basis of which the EPC Agency shall do the detailed design.
6. Draft Tender Drawings - The developed design drawings showing the design intent for each and every element of the project along with detailed estimate.
7. Draft Technical Specs - detailed technical specifications and approved makes for all the items used in the project.

STAGE 4 (B): Final Tender Documents (Consultant shall proceed with this Stage after approval of Stage-4(A))

1. Final Integrated Proposal Plan [1:1000]-Graphically explain Solution Proposed (this is not a construction drawing) along with the 3-D Simulation Model, or 3D-physical model (depending on project type and discretion of Working Group).
2. Final Proposed Schematic Services Layout Plan [1:500 & 1:1000]- (showing both underground and over ground service locations: Must comply with standards/ guidelines.)
3. Final Proposed Landscape and water ways sections [1:300 or 1:1000]- (at typical locations) — must comply with IS Standards:/guidelines.
4. Final Landscape Plans. Elevations. Sections. Details [1:1000 or [1:500, as appropriate] 7-Phasing Plan
5. Final Design Basis Report — showing the entire design basis for each and every element of the project, on basis of which the EPC Agency shall do the detailed design.
6. Final Tender Drawings - The developed design drawings showing the design intent for each and every element of the project along with detailed estimate.
7. Final Technical Specs - detailed technical specifications and approved makes for all the items used in the project.

STAGE 4(C) and STAGE 5: Appointment of Contractor and project Supervision

1. The Consultant shall be responsible to proof check and approve the detailed design done by the Contractor to ensure adherence and compliance to the tender documents and to ensure that the original approved design intent is being followed during the execution of the work.
2. The consultant shall guide the EPC Agency in obtaining all the necessary statutory approvals from the various authorities for the project.
3. Approve detailed drawings submitted by the EPC Agency
4. The consultant shall provide periodic supervision to monitor that the design is being executed in accordance with the plans. design and drawings submitted, and that the quality of construction product is satisfactory. For this purpose, consultant will co-ordinate with the client and submit monthly report in this regard.
5. The consultant shall be required to certify each RA Bill.

4 Team

The Consultant must have a team of experts who can produce best quality and timely deliverables. The minimum team of the consultant must consist of the following personnel:

Table 1: Required Team

S.no	Position	Qualification + Experience	Qualification and Specific Expertise
1.	Team Leader	<p>Postgraduate /Master's Degree in Urban Design/ Urban Planning/ Landscape Architecture.</p> <p>Min. 15 years' relevant experience in at least 2 similar projects.</p> <p>Min. 20 years of relevant experience in case the proposed personnel does not have any post-graduation after Bachelors in Architecture.</p>	<p>The Team Leader shall guide, lead, coordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP. He /She shall be responsible for providing expert inputs in assessment of the study area, in discussion with the client develop various future scenarios and detail out various projects for sustainable urban development, multi-modal transport integration, information & communication technologies, and their adoption in increasing stakeholder satisfaction, financing approaches and modalities. He/she will guide the team in brain storming sessions, workshops, meetings, and bring in the international best practices and perspective of ever evolving urban design strategies. The Team Leader shall act as facilitator between the Authority and the Consultancy Team</p>
2.	Urban Designer/ Landscape Architect	<p>Master's in urban design with minimum 7 years of experience with at least 2 similar projects</p>	<p>He/ She shall contribute his/ her expertise in assessing the site conditions, its potential and constraints. Prepare Improvement Plans into a number of sections, including Urban design, service design, movement plan, landscape design and infrastructure development plans.</p>
3.	Hydraulic Engineer/ Environmental Engineer	<p>Bachelor of Architecture/ Engineering + Masters in Hydraulic Engineering/ Environmental Planning with minimum 7 years of experience in at least two similar projects</p>	<p>He/ She shall be responsible for preparation of hydraulic design drawings of the Nallah with due consideration of the site topography, the catchment of the nallah and flood line data of the last 25 years</p>
4.	PHE Expert	<p>Bachelor's in engineering with minimum 7 years of</p>	<p>He/ she shall be responsible for the design of services and coordination with structural</p>

S.no	Position	Qualification + Experience	Qualification and Specific Expertise
		experience in at least two similar projects	design, hydraulic design, electrical engineer and overall design proposal.
5.	Project Manager	Bachelor's in engineering with minimum 10 years of experience in at least two similar project	He/ she shall be responsible for ensuring that execution on ground is getting done as per approved drawings

- a) In addition, the Consultant may avail of the services of Structural Engineer, Electrical Engineer ("Support Team") as and when required for providing various inputs based on Assignment requirements.
- b) The Key Personnel proposed are meeting the conditions of eligibility and have good working knowledge of English/Hindi language;
- c) The Key Personnel shall be either full time employees of the Applicant or have a dedicated contract to work on this Assignment. If any Technical Experts proposed is not a permanent employee of the Applicant, a Letter of Association /Consent Letter from the Technical Expert must be furnished mentioning his/her availability for the Consultancy. In the absence of such certificate, his/ her CV will not be evaluated. In case an Applicant is proposing Key Personnel from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
- d) The Key Personnel shall remain available for the period as indicated in the RFP. The Applicant shall ensure that the time allocated for the proposed Key Personnel does not conflict with the time allocated or proposed for any other assignment.
- e) No alternative proposal for any Key Personnel shall be made and only one CV for each position shall be furnished.
- f) A CV shall be summarily rejected if the educational qualification and professional experience of the Key Personnel proposed does not match with the requirement of the RFP;
- g) Copy of educational certificates of professions, supporting the eligibility criteria shall be provided if required by the Bid Evaluation Committee.
- h) No Key Personnel should have attained the age of 60 (Sixty) years at the time of submitting the Proposal.
- i) The total resource-month requirements would need to be assessed by the Applicant.

5 Deliverable and Payment Milestones

Total time of completion of the consultancy work is 6 months + Time period for execution of work. The Schedule of activities to be carried out within this period is indicated below which should be adhered to. The time period will be reckoned from the 10th day from the date of the letter of acceptance (Letter of Intent) of offer for consultancy services. The Payment to be released to the consultant against completion of each stage is also indicated below.

Time for completion & payment schedule (From the date of start)

S No.	Activity	Time Frame from Date of Start	Admissible Payment (% of Total Fee)
1	Project Definition + Assessment Report	15 days	5%
2	Conceptual Design + Block Cost	30 days	10%
3	Detailed design + BOQ	45 days	10%
4	Draft EPC Tender document + Tender drawings	60 days	5%
5	Final EPC Tender + Tender drawings + technical specifications	75 days	10%
6	Appointment of implementing agency	120 days	15%
7	Proof checking of detailed design of EPC agency and periodic supervision of work during execution	On completion of 20% of work	5%
		On completion of 40% of work	5%
		On completion of 60% of work	5%
		On completion of 80% of work	5%
		On Completion of 100% of work	5%
8	On completion of the work and submission of as built drawings (approval from local/ body/ competent authority as required)		20%

Note:

- i. Payment shall be released against approval of each deliverable mentioned above.
- ii. The final time of completion of all planning work will remain same as 180 days + Time period for execution of work.
- iii. Milestones may be mutually reviewed after completion of each stage, as per status of approval of works.

Payments to the Consultant will be released as per the above schedule. However, for part work done during any stage payments will be permitted on pro-rata basis. The decision of Engineer-in charge or any appointed officer of GNIDA will be final and binding in this regard.

Notes:

All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later than four (4) weeks from the date of receiving a draft report and in case no comments are provided within such four (4) weeks, the Consultant shall finalise its report. Provided, however, that the Authority may take up to Six (4) weeks in providing its comments on the Draft Final Report.

6 Eligibility and Evaluation criteria

6.1 Eligibility Criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to be eligible for evaluation.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

#	Eligibility Conditions	Documentary proof to be submitted
1	Bid Processing Fee & EMD Deposit	Screenshots of the submission
2	The Bidder should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.	Company Registration certificate or equivalent
3	The Firm should have a valid COA or IIA registration	COA certificate or IIA registration
4	Financial Capacity: The Bidder/Lead bidder in case of Consortium should have average annual turnover of more than INR 15 (Fifteen) Crore in the last 3 financial year.	Form 2 and CA Audited Financial statements and Balance Sheets. ITR for last 3 financial years
5	<p>Technical Capacity:</p> <p>The bidder should have satisfactorily completed during last 10 (Ten) years ending up to previous day of last date of submission of bids at-least one similar work of a project area not less than 200 Acre area or two similar works of project area not less than 150 Acre area or 3 similar works with project area not less than 100 Acre area.</p> <p>Note: - Similar work for above shall mean. <i>“Comprehensive Consultancy, work for preparing detailed project report (DPR) and completed work shall mean planning, design and execution of waterfront projects in India and abroad in the last 10 years”</i></p> <p>Successfully completed similar works” shall mean completion of construction of project for which consultancy assignment has been executed.</p>	Form 4A & Form 4B Completion certificate from client
6	The Application should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Undertaking as per FORM 6

#	Eligibility Conditions	Documentary proof to be submitted
7	An Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	Undertaking as per FORM 7
8	GST Registration No.	GST Certificate, Certificate from CA regarding GST Compliance i.e. Tax deposited, Filing of Return & G.S.T. (Where it is applicable)

Only Eligible Bidders will be taken up for Financial and Technical Evaluation.

6.1.1 Conditions for Consortium

In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

- a) Number of members in a Consortium shall not exceed 2;
- b) Subject to the provisions of the sub clause above, the Application should contain the information /required for each member of the Consortium.
- c) Members of the Consortium shall nominate one member as the lead member (the "Lead Member") The nomination shall be supported by a Power of Attorney, as per the format, signed by the other member/s of the Consortium;
- d) The Application should include a brief description of the roles and responsibilities of individual members

6.1.2 Evaluation criteria of e-bids

The Technical Bid will be evaluated as per the criteria defined below and the ranking will be done from highest to lowest.

#	Criteria	Maximum Marks	Documents to be Submitted
1	Specific experience of the consultant related to this assignment. Experience of work (30 marks) <ol style="list-style-type: none"> a) Experience in similar projects of 80% of work value i.e. waterfront development with a total developed area of 200 Acres or more (15 marks for each project) b) Experience in similar projects of 60% of work value i.e. waterfront development with a total developed area of 150 Acres or more (7.5 marks for each project) c) Experience in similar projects of 40% of work value i.e. waterfront development with a total developed area of 100 Acres or more (5 marks for each project) 	30	Work Orders and Completion Certificate

	Additional projects of Landscape design of 100 Acres, 150 Acres and 200 Acres may be entertained in the scoring criteria in line with scores for waterfront projects, provided, the bidder fulfills the minimum experience of the eligibility criteria		
2	<p>Qualification and competence of the key personnel for this assignment.</p> <p>i. Team Leader- B.Arch. with minimum of total 15-year experience Architect with at least 2 similar projects (10 marks)</p> <p>ii. Urban designer/ Landscape Architect – master’s in urban design/planning/landscape architecture with Min of total 7 years’ experience with at least 2 similar projects (6 Marks)</p> <p>iii. Hydraulic Engineer/ Environmental Planner - B. Architecture/ B.Tech + Masters in Hydraulic Engineering/ Environmental Planning with Min of total 7 years’ experience with at least 2 similar project. (4 Mark)</p> <p>iv. PHE Expert Engineer – B.Tech in relevant field with Min of total 7 years’ experience with at least 2 similar project. (4 Mark)</p> <p>v. Project Manager - B.Tech with Min of total 7 years’ experience with at least 2 similar project. (6 Mark)</p>	30	Filled: Form – 5A & 5B: CV format Curriculum Vitae of key personnel
3	<p>Adequacy of the proposed work plan and methodology in responding to the TOR (to be decided by Board of Assessors)</p> <p>a) Understanding of TOR & appreciation of proposed scheme (5)</p> <p>*This should cover the scope of work as elaborated in TOR, relevance of various aspects and studies. relevance of the scheme for improvement at city level and for urban transport improvement.</p> <p>b) General Approach & Methodology (5)</p> <p>*This should cover the approach that will be adopted by the consultant for the project to obtain the desired results and targets.</p> <p>c) Concept Design and work program (5)</p> <p>*This should cover concept of street and facility design proposed to be adopted by the consultant and the work program, as per-any standard Project Monitoring software. That will be followed by the agency to complete the work in stipulated time frame.</p> <p>d) Comments/ Suggestions/ Innovation (5)</p>	20	

	*This should cover any suggestions that the agency has to offer to ensure that the desired results and targets are achieved better in respect of time / quality / economy / public welfare.		
4	Technical Presentation	20	
	Grand Total	100	

6.2 Selection Process

Method of Selection - Quality cum Cost based Selection (QCBS)

- The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 60, will be opened and will be ranked in terms of their total evaluated cost using Quality cum cost- based selection (QCBS) process with Technical Score having weightage of 70% and financial price having Weightage of 30%.
- Proposal with the lowest cost shall be given a financial score of 100 and other proposals shall be given a financial score that are inversely proportional to their quoted prices.
- The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 70:30.

In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost:

A. 1.2% ; B. 1% ; C. 1.1%

Using the formula $LEC \times 100 / EC$, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A: $100 \times 1 / 1.2 = 83$ points; B: $100 \times 1 / 1. = 100$ points ; C: $100 \times 1 / 1.1 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as H1 (highest ranked) and recommended for negotiations/approval, to the competent authority.

Annexure A: Standard Forms

FORM 1: Letter of Proposal Submission

[Location, Date]

To
General Manager (Planning)
GNIDA – Plot No: 01, Knowledge Park IV, Greater Noida
Uttar Pradesh 201310

Sub: Selection of Consultant for preparation of Comprehensive Architectural and Landscape design for waterfront development of Lohia Drain, Greater Noida

Dear Madam,

We, the undersigned, offer to provide the consulting assignment/job for Greater Noida Industrial Development Authority in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our proposal is binding upon us.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM 2: Financial information

Please provide with financial details about the Applicant along with necessary supporting documents in the following format:

Year	Annual Turnover
Average Annual turnover	

Note: Attach audited financial statements as proof of the above figures.

Sincerely,

(Signature of the Authorized Person)

(Seal and stamp of the Organisation)

Name:

Designation:

FORM 3: Bidder's organization and experience

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

In case of a Consortium, the description shall be provided for all companies forming a part of consortium

FORM 4A: Eligible Assignments of the Bidder

#	Name of Project	Name of Client	Professional fee received by the Bidder (in Rs. crore)	Project Area (in acre)
1				
2				

* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

FORM 4B: Credential Format

Project Description Sheet

(Use separate sheet for each cited Project)

The following information should be provided in the format below for each Eligible Assignment for which your firm individually was legally contracted by the client stated below

Assignment Name:		
Name and Address of Client:		
Location:	Project cost (in INR Crore)	Project Area (in acre)
Start date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services received (in INR Crore):
Name of Associated Consultants, if any:		
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		
Reference with Contact name, telephone number and e-mail (if any) for verification of the details provided above		

Name of the Applicant:

*Applicant needs to furnish Completion/Performance Certificate for supporting for all the completed projects as per Technical criteria.

Signature of the consultant with seal

Name:

Designation:

FORM 5A: List of Key Personnel

Team Structure:

Sr. No	Position	Proposed Profile	Education Qualification	Years of relevant experience
1	Team Leader			
2	Urban Designer/ Landscape Architect			
3	Hydraulic Engineer/ Environmental Planner			
4	PHE Expert Engineer			
5	Project Manager			

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 5B: Curriculum Vitae

1. Name: [Insert full name]
2. Date of Birth:
3. Nationality:
4. Education: [Indicate college/university and other specialized education of staff member, giving names of Institutions, degrees obtained, and dates of obtainment]
5. Membership of Professional Associations:
6. Other Training:
7. Countries of Work Experience: [List countries where staff has worked in the last ten years]
8. Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]
9. Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]
From [Year To Year]
Company:
Positions held:
10. Detailed Tasks Assigned: [List all tasks to be performed under this Assignment/job]
11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned: [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]
Name of Assignment/job or project:
Year:
Location:
Employer:
Main project features:
Positions held:
Activities performed:
12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member] Full name of staff member

Date:

Place:

Signature of the Applicant

Form 6: Undertaking (1)

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Form 7: Undertaking (2)

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

Annexure B: General Conditions of Contract (GCC)

1. General Provision

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1.5 of Annexure B
- iii. "Bidder" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- iv. "Client" means the Authority with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set forth in Clause 3.3 of Annexure B
- vii. "Consultant" means the successful bidder with whom the contract shall be or has been signed
- viii. "Eligibility" shall have the meaning set forth in Clause 4.1 of the RFP
- ix. "EMD" Earnest Money Deposit
- x. "Government" means the Government of the Client's country/state
- xi. "Key Dates" shall mean the dates mentioned in the Data Sheet
- xii. "LOA" Letter of Award
- xiii. "Official Website" is <https://www.greaternoidaauthority.in/>
- xiv. "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- xv. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xvi. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xvii. "Proposal Validity Period" shall mean the number of days for which the proposal shall be called valid post bidding till the signing of contract (the number of days are as mentioned in the Data Sheet)
- xviii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xix. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xx. "Services" means the work to be performed by the Bidder pursuant to the Contract.

- xxi. "days" means calendar days
- xxii. "weeks" means calendar weeks
- xxiii. "months" means calendar months

1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

1.6. Taxes and Duties

TDS may be deducted and deposited by the Authority. The Professional Fee agreed as part of this contract shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing.

1.7. Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract.

Measures to be taken:

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.8. Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

1.9. Insurance

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- i. loss of or damage to equipment, property in connection with the Contract; and
- ii. Personal injury or death of the employees

For any other events that may be applicable, the Client does not take any responsibility for insurance coverage in case of any mis-happening.

1.10. Liquidated Damages

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2% (two per cent) of the Agreement/Contract Value per month, subject to a maximum of 10% (ten per cent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from Payment of the consultant or the Performance Security.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

1.11. Performance Security

For the purposes of the Agreement, performance security shall be deemed to be an amount equal to 10 % (ten per cent) of the Agreement Value (the “Performance Security”); which must be provided in the form of a bank guarantee / FDR from a Nationalised or a Scheduled Bank.

In case any services are not found as per the prescribed Specification as given in Section 3, the Client may impose penalties on the Bidder. The consequential damages thereof shall be

quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement/ contract value and may be recovered by appropriation from the Performance Security as well. Depending on the severity of the situation, the entire Performance Security may get forfeited.

1.12. Forfeiture of Performance Security by Authority

For successful bidders, the Performance Security submitted may be forfeited under following conditions:

- i. If the consultant violates any such important conditions of the RFP / Contract; or
- ii. If the consultant indulges in such activity which will or may jeopardize the interest of GNIDA in timely finalization of this project; or
- iii. If the liquidated damages are found to be higher than Performance Security Submitted by the consultant.

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

2.2. Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

- i. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- ii. Any event which a diligent Party could reasonably have been expected to both
- iii. Take into account at the time of the conclusion of this Agreement, and
- iv. Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof.

2.6.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 8 hereof.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- a) payment pursuant to GC Clause 2.6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Bidder

3.1. Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

3.2. Responsibility of the Bidder

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian or International standards.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

3.3. Confidentiality

Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

3.4. Documents prepared by the Bidder to be the property of the Client

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

3.5. Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in

such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. Obligations of the Client

- a. Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

5. Payments to the Bidder

5.1. Professional fee and Payments

The total payment due to the Bidder shall be governed by the professional fee as agreed in this Contract and shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing.

5.2. Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Section 3.

6. Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

7. Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority.

8. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best

efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Gautam Budh Nagar, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District court of Gautam Budh Nagar, Uttar Pradesh.